IN THE HIGH COURT OF DELHI

Crl.M.C. No.125/2004

Harjeet Singh & Ors. ..... Petitioners
! through: None.

VERSUS

$ State & Anr. ..... Respondents
^ through: Mr. U.L.Watwani, Adv. for the State.
None for respondent No.2.

% DATE OF DECISION: 25.09.2007

CORAM:

* **Hon'ble Mr.Justice Pradeep Nandrajog**

1. Whether reporters of local papers may be allowed to see the judgment? Y

2. To be referred to the Reporter or not? Y

3. Whether judgment should be reported in Digest? Y

: **PRADEEP NANDRAJOG, J.**

FIR No.66/03 dated 22.2.2003
under Section 498-A/406/34 IPC
PS Paschim Vihar.

1. Order dated 11.5.2005 records that the complainant has shifted to Orissa.

2. Petitioners who are the husband and the in-laws of the complainant Jasmeet pray that afore-noted FIR be quashed because the complainant has settled her disputes with her husband and her in-laws and has consented that the FIR may be quashed.

3. The settlement between the parties as stated in the

petition is sought to be made good with reference to the pleadings of the complainant and first petitioner, her husband, in the petition filed under Section 13-B of the Hindu Marriage Act seeking dissolution of their marriage by mutual consent. In para 6 of the said petition filed under the joint signatures of the parties, it is recorded as under:-

> "6. That the petitioner No.2 has received a sum of Rs.4,50,000/- (Rupees Four lac fifty thousand only) in lump sum for past, present and future maintenance and for remaining dowry articles, istridhan, etc. Out of this amount of Rs.4,50,000/- a sum of Rs.3,17,000/- has been paid by way of FDR to the petitioner No.2 by the petitioner in pursuance to order of Hon'ble High Court, Delhi passed in Crl.M.(M) No.2577/2003. This amount shall be utilized by the petitioner No.2 at her discretion. The petitioner No.1 shall have right in the said amount of the FDR. Remaining amount of Rs.1,33,000/- has been paid today in cash in the Court itself by the petitioner to the petitioner No.2 towards full and final settlement as referred to supra. The petitioner No.2 would not be entitled to claim any maintenance from the petitioner No.1 in future and the amount has been paid in full and final settlement of claim of the petitioner No.2 in the Court itself."

4. Further, pursuant to the petition seeking dissolution of the marriage by mutual consent, reliance has been placed upon the judgment and decree dated 11.12.2003 passed by the learned District Judge, Ambala in HMA Case No.175. The same records that the husband has paid to the complainant Rs.4.5 lacs as stated in para 6 of the joint petition filed by the husband and the wife.

5. In para 2 of the judgment and decree dated

11.12.2003 it has been recorded as under:-

> “2. Joint statement of the parties was recorded today. As per that statement the parties started living separate from each other due to temperamental differences. They have settled all their claims of present as well as future maintenance. Petitioner No.1 has paid Rs.4,50,000/- to petitioner No.2 towards future maintenance, out of which an amount of Rs.1,33,000/- was paid today before the Court while the remaining amount of Rs.3,17,000/- has been deposited in fixed deposits pursuant to the orders of the Hon'ble High Court, Delhi, which petitioner No.2 Smt.Jasmeet Kaur will be entitled to withdraw. The parties have also decided to withdraw the cases filed by them against each other including the criminal case bearing FIR No.66 of 2003 under Section 498-A/406/34 IPC registered at Police Station, Paschim Vihar, Delhi.

6. Since consent of the complainant for quashing of the afore-noted FIR has been recorded in judicial proceedings, I dispose of the petition quashing the afore-noted FIR.

7. I may note at this stage that learned counsel for the State has no objection if FIR is quashed for the reason a matrimonial dispute between a husband and a wife has been settled.

8. No costs.

September 25, 2007 **PRADEEP NANDRAJOG, J.**
dk